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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendants,  
WERNER CO. and HOME DEPOT U.S.A., INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DEVELL DESHAZER and SHAWNA  
DESHAZER, His Wife,

Plaintiffs,

v.

WERNER CO., LLC and THE HOME  
DEPOT, INC.,

Defendants.

Case No. 2:24-cv-09265 FMO (JPRx)

**STIPULATED PROTECTIVE  
ORDER**

Assigned to: United States Judge  
Fernando M. Olguin; and Magistrate  
Judge Jean P. Rosenbluth

Complaint Filed: April 26, 2019

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable  
2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
3 that this Stipulated Protective Order does not entitle them to file confidential  
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
5 followed and the standards that will be applied when a party seeks permission from  
6 the court to file material under seal.

7  
8 B. GOOD CAUSE STATEMENT

9  
10 This action is likely to involve trade secrets, and other valuable research,  
11 development, commercial, financial, technical and/or proprietary information for  
12 which special protection from public disclosure and from use for any purpose other  
13 than prosecution of this action is warranted; and privileged information from prior  
14 claims, which would also include information on third-party claimants subject to  
15 privacy rights and protections. Such confidential and proprietary materials and  
16 information may include Werner Co.'s ladder engineering drawings and test reports.  
17 A court-ordered protective order for such private, proprietary information is justified  
18 in this matter (as opposed to a private agreement between or among the parties) to  
19 expedite the flow of information, to facilitate the prompt resolution of disputes over  
20 confidentiality of discovery materials, to adequately protect information the parties are  
21 entitled to keep confidential, to ensure that the parties are permitted reasonable  
22 necessary uses of such material in preparation for and in the conduct of trial, to address  
23 their handling at the end of the litigation, and serve the ends of justice.

24 It is the intent of the parties that information will not be designated as  
25 confidential for tactical reasons and that nothing be so designated without a good faith  
26 belief that it has been maintained in a confidential, non-public manner, and there is  
27 good cause why it should not be part of the public record of this case.

28 2. DEFINITIONS

1           2.1    Action: This pending federal law suit, *Devell Deshazer, et al. v Werner*  
2 *Co., et al.*, Case No. 2:24-cv-09265.

3           2.2    Challenging Party: a Party or Non-Party that challenges the designation  
4 of information or items under this Order.

5           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for protection  
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement.

9           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
10 support staff).

11          2.5    Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14          2.6    Disclosure or Discovery Material: all items or information, regardless of  
15 the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced or  
17 generated in disclosures or responses to discovery in this matter.

18          2.7    Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
20 expert witness or as a consultant in this Action.

21          2.8    House Counsel: attorneys who are employees of a party to this Action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24          2.9    Non-Party: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26          2.10   Outside Counsel of Record: attorneys who are not employees of a party  
27 to this Action but are retained to represent or advise a party to this Action and have  
28

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
11 their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected  
18 Material (as defined above), but also (1) any information copied or extracted from  
19 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
20 Material; and (3) any testimony, conversations, or presentations by Parties or their  
21 Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the trial  
23 judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Once a case proceeds to trial, all of the information that was designated as  
26 confidential or maintained pursuant to this protective order becomes public and will  
27 be presumptively available to all members of the public, including the press, unless  
28 compelling reasons supported by specific factual findings to proceed otherwise are

1 made to the trial judge in advance of the trial. See Kamakana v. City and County of  
2 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
3 showing for sealing documents produced in discovery from “compelling reasons”  
4 standard when merits-related documents are part of court record). Accordingly, the  
5 terms of this protective order do not extend beyond the commencement of the trial.

6  
7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection under this  
10 Order must take care to limit any such designation to specific material that qualifies  
11 under the appropriate standards. The Designating Party must designate for protection  
12 only those parts of material, documents, items, or oral or written communications that  
13 qualify so that other portions of the material, documents, items, or communications for  
14 which protection is not warranted are not swept unjustifiably within the ambit of this  
15 Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper purpose  
18 (e.g., to unnecessarily encumber the case development process or to impose  
19 unnecessary expenses and burdens on other parties) may expose the Designating Party  
20 to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
26 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
27 Order must be clearly so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
5 contains protected material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify the protected  
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection  
9 need not designate them for protection until after the inspecting Party has indicated  
10 which documents it would like copied and produced. During the inspection and before  
11 the designation, all of the material made available for inspection shall be deemed  
12 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
13 copied and produced, the Producing Party must determine which documents, or  
14 portions thereof, qualify for protection under this Order. Then, before producing the  
15 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
16 to each page that contains Protected Material. If only a portion or portions of the  
17 material on a page qualifies for protection, the Producing Party also must clearly  
18 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party identify the  
20 Disclosure or Discovery Material on the record, before the close of the deposition all  
21 protected testimony.

22 (c) for information produced in some form other than documentary and for  
23 any other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information is stored the legend  
25 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
26 protection, the Producing Party, to the extent practicable, shall identify the protected  
27 portion(s).

1           5.3   Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive the  
3 Designating Party's right to secure protection under this Order for such material. Upon  
4 timely correction of a designation, the Receiving Party must make reasonable efforts  
5 to assure that the material is treated in accordance with the provisions of this Order.

6  
7   6.   CHALLENGING CONFIDENTIALITY DESIGNATIONS

8           6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time that is consistent with the Court's Scheduling  
10 Order.

11          6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37.1 et seq.

13          6.3   The burden of persuasion in any such challenge proceeding shall be on  
14 the Designating Party. Frivolous challenges, and those made for an improper purpose  
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
17 or withdrawn the confidentiality designation, all parties shall continue to afford the  
18 material in question the level of protection to which it is entitled under the Producing  
19 Party's designation until the Court rules on the challenge.

20  
21   7.   ACCESS TO AND USE OF PROTECTED MATERIAL

22          7.1   Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
7 only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
26 not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
28 by the Designating Party or ordered by the court. Pages of transcribed deposition



1 testimony or exhibits to depositions that reveal Protected Material may be separately  
2 bound by the court reporter and may not be disclosed to anyone except as permitted  
3 under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions or  
6 appointed by the Court.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
8 OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order unless prohibited by law;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena or  
16 order is subject to this Protective Order. Such notification shall include a copy of this  
17 Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this action  
22 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
23 or order issued, unless the Party has obtained the Designating Party’s permission. The  
24 Designating Party shall bear the burden and expense of seeking protection in that court  
25 of its confidential material and nothing in these provisions should be construed as  
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
27 directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the remedies  
6 and relief provided by this Order. Nothing in these provisions should be construed as  
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement with  
14 a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
16 Order in this Action, the relevant discovery request(s), and a reasonably specific  
17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 21  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party’s confidential information responsive to the discovery request.  
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
24 any information in its possession or control that is subject to the confidentiality  
25 agreement with the Non-Party before a determination by the court. Absent a court  
26 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
27 protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

10

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court provided the Court so allows.

23

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue. If a Party's request to file Protected Material under seal is  
8 denied by the court, then the Receiving Party may file the information in the public  
9 record unless otherwise instructed by the court.

10  
11 13. FINAL DISPOSITION

12 After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must return  
14 all Protected Material to the Producing Party or destroy such material. As used in this  
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
16 summaries, and any other format reproducing or capturing any of the Protected  
17 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
18 must submit a written certification to the Producing Party (and, if not the same person  
19 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
20 category, where appropriate) all the Protected Material that was returned or destroyed  
21 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
22 compilations, summaries or any other format reproducing or capturing any of the  
23 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
24 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
25 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
26 attorney work product, and consultant and expert work product, even if such materials  
27 contain Protected Material. Any such archival copies that contain or constitute  
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Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 5, 2025 CUNNINGHAM SWAIM, LLP

By: /s/ Jonathan E. Hembree  
Michael J. Terhar  
Jonathan E. Hembree  
Carl J. Basile  
Attorneys for Defendants,  
WERNER CO. and HOME DEPOT  
U.S.A., INC.

Dated: June 5, 2025 MORGAN & MORGAN, P.A.

By: /s/ Rudwin Ayala  
Rudwin Ayala [PHV]  
Evan Ghaffari  
Attorneys for Plaintiffs,  
DEVELL DESHAZER; and  
SHAWNA DESHAZER

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

**DATED:** 6/5/2025



JUDGE JEAN P. ROSENBLUTH

Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
[date] in the case of *Devell Deshazer, et al. v Werner Co., et al.*, Case No. 2:24-cv-  
09265. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_